

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

ROBERT C. SGROE,

Plaintiff,

v.

WELLS FARGO BANK, N.A. AND
FEDERAL HOME LOAN MORTGAGE
CORPORATION a/k/a FREDDIE MAC,

Defendants.

§
§
§
§
§
§
§
§
§
§
§

CIVIL ACTION NO. 4:12-cv-00144
(Judge Clark/Judge Mazzant)

DECLARATION OF MICHAEL JOHN DOLAN

Pursuant to 28 U.S.C. §1746, I, Michael John Dolan , declare the following:

1. My name is Michael John Dolan. I am over 18 years of age. I am a resident of Bexar County, Texas. I have never been convicted of a felony or crime of moral turpitude. I am competent in all respects to make this Declaration. All statements herein are within my personal knowledge and are true and correct.

2. I am a Litigation Support Manager for Wells Fargo Bank, N.A. (“Wells Fargo”). In my capacity as a Litigation Support Manager for Wells Fargo I am familiar with and have personal knowledge of Wells Fargo’s business practices and procedures concerning the servicing of defaulted loans. My responsibilities include review of Wells Fargo’s business records to confirm facts on certain litigated cases, including this case. I have conducted a substantive review of Wells Fargo’s business records regarding the loan between Wells Fargo and Robert C. Sgroe (the “Sgroe Loan”). As a result of my review of the business records of Wells Fargo related to the Sgroe Loan, I have personal knowledge of the facts set forth herein.

3. The Sgroe Loan is evidenced by a Note (the “Note”) dated April 18, 2003, executed by Robert Sgroe (“Sgroe”) and his wife, Shirley Sgroe, in the original principal amount of \$86,100.00 and a Deed of Trust (the “Deed of Trust”) dated April 18, 2003, executed by Sgroe, which encumbers real property located at as 125 FM 2560, Sulphur Springs, Hopkins County, Texas 75482 (the “Property”).

4. I am a custodian of records of Wells Fargo and I am familiar with the procedures at Wells Fargo for receiving, making and maintaining business records with respect to loans owned and/or serviced by Wells Fargo such as the Sgroe Loan. Attached hereto are certain documents regarding the Sgroe Loan. The attached documents are kept by Wells Fargo in the regular course of its business; it was the regular course of business for an employee or representative of Wells Fargo, with knowledge of the act or event recorded, to make the record or to transmit information thereof to be included in such record, and the record was made at or near the time or reasonably soon thereafter. All documents attached hereto are exact duplicates of the original. Therefore, the following documents, attached hereto as exhibits, are business records of Wells Fargo:

Exhibit 1A: Note, dated April 18, 2003;

Exhibit 1B: Deed of Trust, dated April 18, 2003;

Exhibit 1C: April 18, 2003 Assignment;

Exhibit 1D: Stipulated Partial Reinstatement/Repayment Agreement;

Exhibit 1E: Notice of Default, dated November 16, 2008;

5. On or about April 18, 2003, Sgroe and his wife, Shirley Sgroe, executed a Note (the “Note”) payable to Northwood Mortgage, Inc., in the principal amount of \$86,100.00,

together with interest at the rate of 6.25% per year until the full amount of principal had been paid.

6. To secure payment of the Note, a Deed of Trust (“Deed of Trust”) was concurrently executed by Plaintiff. The Deed of Trust encumbered Property. The Note and Deed of Trust are referred to herein as the “Loan Agreement.”

7. Additionally, on April 18, 2003, Northwood Mortgage, Inc. assigned the Note and Deed of Trust to Wells Fargo Home Mortgage, Inc.

8. On May 8, 2004, Wells Fargo Home Mortgage, Inc. merged into its parent, Wells Fargo Bank, N.A.

9. Wells Fargo is the current holder of the original “wet ink” Note.

10. In late 2007, Plaintiff began to fall behind on making payments on the Note.

11. On or about November 16, 2008, Wells Fargo notified the Plaintiff that he was in default pursuant to the Note and terms of the Deed of Trust. To cure the default, Plaintiff was required to pay \$2,734.46 by December 16, 2008 (“Reinstatement Deadline”). Plaintiff did not make the required payment.

12. On or about January 29, 2009, Plaintiff and Wells Fargo entered into a Stipulated Partial Reinstatement/Repayment Agreement (“Reinstatement Agreement”). Under the Reinstatement Agreement, Plaintiff was required to make a payment of \$100.00 by February 6, 2009 and a payment of \$46,675.87 by April 28, 2009. Plaintiff failed to make the April payment.

13. Plaintiff’s last payment was in the amount of \$751.31 on September 9, 2008. The Note is currently in default and Plaintiff has not cured the default.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on the 11th day of November, 2012 in San Antonio, Texas.



Michael Dolan
Litigation Support Manager
Wells Fargo Bank, N.A.